

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of an	:	
Impasse Between	:	
	:	Case 264
CITY OF EAU CLAIRE	:	No. 64168
INT/ARB-10305	:	INT/ARB-10305
	:	
and	:	Dec. No. 31297-A
	:	
COMMUNICATION WORKERS OF	:	
AMERICA, LOCAL 4640	:	

Appearances:

Stephen G. Bohrer, Assistant City Attorney, for the Municipal Employer.
Thomas E. Verkuilen, International Staff Rep, for the Union.

ARBITRATION AWARD

The above-captioned parties selected, and the Wisconsin Employment Relations Commission appointed (Case 264, No. 64168, INT/ARB-10305, Dec. No. 31297-A, 5/3/05) the undersigned Arbitrator to issue a final and binding Award pursuant to Sec. 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act, resolving an impasse between those parties by selecting either the total final offer of the City or the total final offer of the Union.

A hearing was held in Eau Claire, Wisconsin, on June 14, 2005. No transcript was made. Briefs were exchanged on June 30, 2005.

The pertinent collective bargaining unit covered consists of telecommunications personnel in the Police Department. There are approximately 18 such employees. The parties are seeking an agreement to cover the period of July 1, 2004, through June 30, 2006.

Comparing the parties' final offers, there appear to be a number of proposed provisions in dispute. At the hearing it was made clear, however, that only one of these disputes, over the terms of retiree health insurance benefits is regarded as critical.

The parties most recent collective bargaining agreement provided as follows:

. . . the City shall contribute 95% of the lowest family monthly premium payments toward the health insurance programs currently offered by the City of Eau Claire for those telecommunicators and communications center supervisors electing to be covered by said insurance . . .

The City's final offer would revise those terms by deleting the words, "lowest family."

The Union's final offer would revise the agreement by adding the following to the City's proposed terms.

Effective July 1, 2005 upon retirement, City shall pay 95% of a single policy between the time an employee has retired and is eligible for Medicare. Any employee is considered retired when they are eligible and are drawing on their Wisconsin Retirement. Retired employees shall be covered by the same insurance plan as active employees.

DISCUSSION

The Union describes its proposal as intended to "eliminate the gap between the early retirement age of 55 and the health benefit eligibility age of 60." It urges that the fact that these employees are within the Police Department, subject to Police Department supervisors and policies, supports this insurance coverage which is currently provided to the other employees in the department, under a labor agreement and a personnel policy covering supervisors.

The Arbitrator disagrees with the Union's contention that these employees are more comparable to the police officers than to other organized City employees because of their placement within the Police Department. Police officers and firefighters are treated distinctly by the statutes, placed in separate bargaining units, and subject to separate impasse resolution procedures. The instant employees, on the other hand, are clearly subject to the statutory provisions applied to most city and county workers. It follows that as "internal comparables" are examined, these employees should be compared to the non-protective services employees. This comparison favors the City's offer.

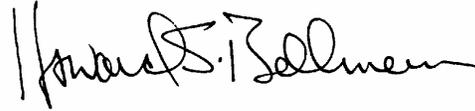
Likewise, the City's offer compares well in the context of similar employees of similar municipalities.

It is especially significant that the cost of the Union's proposal, which would include funding the new benefit presently to cover future retirements, would be very high, particularly as measured against other elements of the City's human resources budget. That is so because prudent practice requires the City to assume that most, if not all, present unit members will take advantage of such a benefit.

AWARD

On the basis of the foregoing, and the record as a whole, it is the decision and Award of the undersigned Arbitrator that the final offer of the Municipal Employer should be, and hereby is, selected.

Signed at Madison, Wisconsin, this 7th day of July, 2005.

A handwritten signature in black ink, reading "Howard S. Bellman". The signature is written in a cursive style with a large initial "H" and "S".

Howard S. Bellman
Arbitrator